

## Amendment 184 Contract No. 229944

### To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 184 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 7th day of March, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to modify the Business Account Website (BAW) in order to retain certain historical data. This work is more fully described in the PA-ROF *BAW Capturing and Recording History* v 4.0, December 20, 2011, which is based on RFCS RFI 633 *BAW Capturing and Recording History* and Contract Amendment 132.
- C. The Parties agree that the Work necessary to modify the BAW will be performed and compensated as described below.

## **Agreement**

### **Section 1.0 Description of Work**

1.1 The Contractor will perform the work necessary to modify the BAW to retain certain historical account data. The Contractor will:

(a) For Terminated Agreements

i. Provide Lead Agency users access to the following data:

- a. Agreement details
- b. Business Account Whitelist details
- c. Card group and card details
- d. Program details, i.e. Business Passport, Electronic Voucher and Business Choice Programs and Vanpool Subsidies
- e. Order details, which are displayed after clicking on the Order number.

ii. Hide "action" buttons when the agreement status is changed to "terminated".

iii. Make the display mode "read only".

(b) Add Group and Group Status to the Card Details page

(c) Show the Card Group blocking status as "blocked" or "active" and also the Whitelist ("suspended"). The Whitelist status will take priority if a group is both "suspended" and "blocked", the status will show as "suspended".

1.2 The Contractor will update the following system documentation:

(a) SEA-01654 ORCA Institutional Program Website Functional Specification

### **Section 2.0 Schedule:**

2.1 The work described in Section 1.0 will be completed with Maintenance Release 17.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### Section 3.0 Compensation Changes

- 3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

#### VI. IMPLEMENTATION

##### SPECIAL PROGRAMS

<b>LUMP SUM COST</b>
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The Contractor will perform the work necessary to modify the BAW to retain certain historical account data after the account agreement has been terminated	
<b>TOTAL</b>	<b>\$33,539</b>

### Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Eighty-four shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

#### Vix Technology (USA) Inc.

By: [Signature]  
Its: General Manager  
Date: 3/5/12

#### The Agencies

By: [Signature]  
Their: ORCA Operations Manager  
On behalf of the Agencies  
Date: March 7, 2012